

ARTICLE 12

LAYOFF AND RECALL

Section 1. Seniority Definitions.

- a. Time in service seniority shall be defined pursuant to Article 11, Part A, Section 1 of the Agreement.
- b. Time in classification seniority shall be defined pursuant to Article 11, Part A, Section 1 of the Agreement. Any time served in a former classification that, through the Civil Service Law Enforcement benchmark, becomes one of the classifications listed in Article 1, Section 2 of the Agreement, shall also be included in time in classification seniority. In addition, time in classification seniority shall include all time served in the classification in the event the employee had more than one assignment in his/her current classification, except that time served in another classification shall not be counted.
- c. Time in rank seniority shall be calculated from the effective date of promotion to the sergeant rank and shall include all time served in the State Police Sergeant 12 (IIIB), State Police Det. 12 (III)(Sgt.), State Police Spl. 12 (III)(Sgt.), and State Police Aircraft Pilot 12 (III) classifications, as well as all time served at the rank of sergeant.
- d. Article 11, Part A, Section 2 shall apply to any employee who separated after July 1, 1980, for any of the conditions listed in that Section. Reinstated employees who separated before July 1, 1980, shall be credited with all time served in the Department in computing time in classification, time in service and time in rank seniority.

Section 2. Layoffs.

In the event of a reduction in force, employees will be laid off in accordance with inverse order of seniority and qualifications as set forth in this Article.

Section 3. Bumping.

Whenever the Employer reduces the number of employees in a program component at a work unit or in a general reduction of employees in the Department, the following policy shall apply:

- a. If the employee being laid off is a sergeant, the employee shall have the option of being laid off or bumping the least senior sergeant at the same work unit or facility (for the purposes of this Section, all work locations within a 15 mile radius shall be considered one facility), if any or if none,

may bump the least senior sergeant within the Department. The employee shall bear all expenses related to any relocation caused by this bumping.

- b. Any least senior sergeant bumped or laid off in accordance with Paragraph "a" shall have the option of:

- (1) Being laid off; or

- (2) Bumping the least senior trooper in the same work location; or

- (3) Bumping the least senior sergeant in the state.

If no trooper is assigned in a unit or work location where sergeant(s) are scheduled for layoff, then such sergeant(s) may bump the least senior trooper within a radius of 15 miles from his/her unit location and if no troopers are located within 15 miles, he/she may bump the least senior trooper at the nearest post or work location, with the exception of Lansing area units. At such Lansing area units, the sergeant or sergeants being laid off shall have the option of bumping the least senior sergeant(s) in the Department or may bump the least senior trooper(s) at work locations within a 50 mile radius of the Headquarters location, provided that if this latter option is exercised, the Employer may proportionately determine the location or locations such sergeants will bump to.

- c. Any least senior trooper laid off or bumped in accordance with this Article shall have the option of:

- (1) Being laid off; or

- (2) Bumping the least senior trooper in the Department. If the employee opts to utilize the bumping provision, the Employer shall assign the employee to a position anywhere in the Department. Because the employee has no option to bump at his/her same location, the Employer shall bear all expenses related to any relocations as provided in Article 13.

Section 4. General Reductions.

- a. When a general reduction in force is anticipated the Employer shall notify the Association and shall send to each employee who may be affected by the reduction a layoff-bumping preference form. This form is to be filled out and returned to the Employer within seven calendar days.

The employee shall indicate on the form his/her first three choices of

posts to which he/she wishes to "bump" to within the State, and a preference of layoff or "bumping" to a different work location. When and where possible, depending on the necessary circumstances of available openings, seniority, numbers of request, et cetera, these choices will be used for determining the "bumping" location of the employee scheduled for layoff.

- b. After reaching tentative conclusions in regard to the "bumping" moves, the Employer shall meet with the Association for review of the moves. The purpose is to receive input from the Association in order to make sure that, to the extent practicable, the "bumping" moves are in accord with this Agreement and, hopefully, to resolve any problems.
- c. The premise to be utilized by the Employer is to layoff the least (and lesser) seniority employees in each classification by providing the "bumping" option in order to retain the more senior employees.
- d. Whenever an employee has exercised an option to bump resulting in a relocation of more than 15 miles, the Employer may honor a request from another employee to voluntarily accept the relocation in lieu of the bumping employee. In those circumstances where such requests are honored, the Employer shall not be required to pay any relocation expenses. The decision to honor such voluntary requests is at the sole discretion of the Employer and is not subject to review.

Section 5. Layoff Clarifications.

In regard to any kind of layoff or reduction, it is recognized that certain jobs involving special qualifications or other relevant job performance factors may be exempt by the Employer from being "bumped" into unless the employee who is exercising the "bumping" option has former satisfactory experience in the job(s). However, the Employer may not exempt positions exceeding more than 50% of the total number of employees on layoff at any time. In no event may such exempt positions exceed 50 in total number. These potential exempt positions (jobs) are as follows:

- a. Special Application Position Employees (as described in Article 1),
- b. Forensic Science Division,
- c. Pilots,
- d. Dog Handlers,
- e. Fire Investigation Unit,

- f. Emergency Management Division,
- g. Training Division,
- h. Special Investigation Division Employees Engaged In Undercover Operations,
- i. Divers,
- j. Traffic Services Section,
- k. Emergency Support Team.
- l. Communications Section.
- m. Joint Terrorism Task Force.

Notice exempting certain jobs from "bumping" must be stated by the Employer on the layoff-bumping preference form in order to be exempt from layoff. Employees in these specially-qualified jobs may be subject to layoff, in which event they have the same "bumping" options as other employees.

Section 6. Layoff Procedures-Employment Preference Policy Exemptions.

a. Layoff Rationale.

- (1) In the event the Department intends to utilize the employment preference procedures provided for in Subsection b. of this Section, the Department shall provide the Association with its written rationale as to why the layoff of bargaining unit employees is required.

Such rationale shall normally be provided at least 30 calendar days in advance of the expected date of layoffs, unless the Department could not reasonably have known at such time that layoffs would be required.

- (2) Such rationale shall include a plan of layoffs and such authoritative budgetary information in the Department's possession as is reasonably necessary to demonstrate that current or expected appropriations and/or allotments to Departmental accounts are or will be insufficient to sustain the current Departmental programs and workforce at their current or previously anticipated levels. In addition, the Department's rationale shall identify those efforts the Department has made, and will be making, to develop alternatives to avoid or minimize the extent and/or duration of unit employee layoffs.

- (3) Upon Association request, the Department will supply the Association with information and estimates in its possession regarding the cost reductions the Department is achieving or expects to achieve in non-personnel accounts, as well as cost reductions the Department expects to achieve through layoff of, or layoff avoidance programs for, other Departmental employees not within this bargaining unit.
- (4) The Association shall have the right to promptly respond to the Department's plan of layoffs, and suggest alternatives to layoff or alternative layoff proposals. Such response may include the right to hold a special conference with the Director.

Nothing herein shall be construed to require the Employer to negotiate with the Association with respect to the layoff or retention of employees within or outside this bargaining unit, nor shall it be construed to restrict the Department's discretion to determine the nature and level of services to be provided, staffing levels within the Department, or to implement layoffs.

b. **Layoff Implementation.**

- (1) Notwithstanding other Sections of this Article pertaining to seniority in layoff and recall, the employer may layoff, bump and recall out of line seniority to continue or initiate a Department of Civil Service-approved selective certification, or to administer an affirmative action program in accordance with Executive Order 1983-4, or its successor, and pursuant to Civil Service Commission approved guidelines and procedures.
- (2) The affirmative action exception to seniority provided herein may only be exercised when employment in the bargaining unit is in a condition of underutilization or, by virtue of the seniority criterion, would be placed in a condition of underutilization of protected group members. Under no circumstances may the Department use the out-of-line seniority provisions where the necessary result would be to increase the protected group's utilization rate in the bargaining unit above that in effect on the date of the layoff (or recall), except as the layoff, bumping, or recall of one protected group member may affect such ratios.
- (3) The standard to be used in determining whether there is or would be underutilization of the protected group shall be the standard adopted pursuant to Executive Order 1983-4.
- (4) The Employer shall give notice of its intent to use the affirmative action seniority exception to the Association and shall meet and

discuss the impact of such determination pursuant to Subsection 2 above.

c. **Challenges and Appeals.**

Nothing contained in this Section shall deny any employee any right or benefit granted by the Constitution or any law of the United States or the State of Michigan. However, claims, assertions or challenges under this Section, whether brought by an individual employee or by the MSPTA, shall be governed by the provisions of Article 7, Section 14.

d. **Position Abolishment.**

When layoffs are made within the rank of trooper the Employer will lay off the least senior trooper in the program component or work unit according to time in service seniority.

e. **Bumping.**

- (1) A laid off sergeant will exercise his/her option to bump another sergeant pursuant to Article 12, Section 1 of the Agreement by applying time in rank seniority among other sergeants.
- (2) A sergeant will exercise his/her option to bump a trooper, pursuant to Article 12, Section 3 of the Agreement, by applying time in service seniority among troopers.
- (3) A trooper will exercise his/her option to bump a trooper, pursuant to Article 12, Section 3 of the Agreement, by applying time in service seniority among other troopers.
- (4) In order to exercise a bumping option, an employee must possess greater seniority than the employee to be bumped.
- (5) For purposes of bumping, a vacant position which the Employer intends to fill shall be considered the least senior position.
- (6) Any employee bumping into the Intelligence Section must have completed the specialized unit training within the last three years preceding the bump and have had former satisfactory experience in the job. Additionally, the employee must receive a Federal security "secret clearance" in order to remain in the Section following the bump. The above "bump protection" shall not exceed eight bargaining unit employees in the Section.

Section 7. Understandings.

It is also understood that: (1) during times of scheduled layoffs transfers shall be held in abeyance and layoff-bumping will supersede except as provided in Section 3-c; (2) layoff-bumping shall not be used for promotional purposes; and (3) any transfer that has been officially announced via a Department Official Bulletin mailed at the time the Association receives notice of layoffs shall not be held in abeyance.

Section 8. Recall.

- a. The recalling of laid off employees will be in the opposite order of layoffs (i.e., the most senior qualified employee shall be recalled first) as set forth below:
 - (1) If the recall is to a trooper position, recall notice shall be sent to the most senior employee on layoff.
 - (2) If the recall is a sergeant position, then the notice shall be sent to the most senior sergeant. This same procedure shall continue to be applicable in the event of subsequent recalls.
 - (3) Recall rights shall be honored in the following order:
 - a. Special right of recall for the position previously occupied if vacated or reestablished.
 - b. Primary right of recall for the work location according to seniority.
 - c. Secondary right of recall for the work location according to seniority.
 - d. Statewide recall rights according to seniority.
 - (4) If the recall is in one of the specially-qualified jobs referred to in Section 7 above, the most senior former employee who had been laid off from the specially-qualified position or who exercised his/her "bumping option", shall be recalled to the position. If there are no former employees available for recall to a specially-qualified job, then the recall notice will be sent to the most senior employee on layoff who possesses the necessary qualifications.
 - (5) After reaching tentative conclusions in regard to a general recall the Employer shall meet with the Association for review of the recall and moves. The purpose is to receive input from the Association in order to make sure that to the extent practicable, the recalls and the moves

are in keeping with subsection a. (3) above and, hopefully, to resolve any problems.

- (6) It is understood that, except as otherwise provided herein, recalls within a class shall be by seniority.
- b. The recalling of laid off employees will be according to the following procedure:
- (1) A recall notice shall be sent to the most senior trooper or sergeant, as applicable, indicating a desire to exercise a primary right of recall to the recall location from which the employee was originally laid off. This same procedure shall continue to be applicable in the event of subsequent recalls at that location.
 - (2) In addition, employees may indicate a desire to exercise a secondary right to recall to any two locations of their choice. When the primary recall roster at a location is exhausted, the secondary roster shall be applied in seniority order. Laid off employees are also eligible for statewide recall.
 - (3) Employees are eligible for primary right of recall (same location as laid off) for a period of ten years beginning at the time of layoff. Any employee rejecting a recall to the primary right of recall location will be dropped from both the primary and secondary recall lists respectively. Any employee rejecting a recall to a secondary right of recall location will be limited to a period of five years eligibility from time of layoff for both the primary right of recall location and the remaining secondary right of recall.
 - (4) Employees who refuse to accept a statewide recall position, except for medical reasons, shall be considered placed on the bottom of the statewide recall list. Employees who reject a second statewide recall shall be removed from the statewide recall list.
 - (5) Employees who accept recall shall have standing on remaining recall lists as follows:
 - a. If recalled to a position from the special right of recall, the employee will be removed from all other recall lists.
 - b. If recalled to a work location based on the primary right of recall, the employee will be removed from all secondary lists and the statewide list, but will remain eligible for special right of recall (if applicable).

- c. If recalled to a designated secondary location, the employee will be removed from the statewide list, but will remain eligible for recall to the remaining secondary location (if any), the primary location and any special right of recall position (if applicable).
 - d. If recalled via the statewide list, the employee will be removed from the statewide list but remain eligible for recall to secondary locations (if any), the primary location and any special right of recall position (if applicable).
- c. An officer demoted from a supervisory position to a position in the bargaining unit shall be credited with all accumulated seniority in the enlisted ranks. Time spent above the rank of sergeant shall be added to the time spent at the rank of sergeant.

Section 9. Recall Notice.

Employees being recalled shall be notified by mail (including certified or registered) to their last-known address of record. Within seven calendar days from the date the letter was sent, the recalled employee must notify the Employer of his/her decision to accept the recall position. The Employee shall report for duty in not less than seven days after notification to Personnel, or shall report at such later date specified in the notice.

Section 10. Recall Forfeiture.

- a. Employees who fail to timely respond to the recall notice or timely report for duty shall forfeit their employment rights and be removed from the employment rolls. For good cause shown, however, after establishment of valid reasons for untimely responding, an employee may continue on the recall list, but shall have only future recall rights.
- b. Employees who refuse to accept a recall position, except for medical reasons, shall be considered placed on the bottom of the recall list. Employees who reject a second recall shall be removed from the employment rolls.

Section 11. Layoff/Recall Expenses.

Any employee exercising his/her "bumping" and/or recall option, except as provided in Section 3-c, shall bear all expenses involved in the relocation and no employee shall be required to relocate his/her residency during periods of layoff.

Section 12. Grievance.

The enforcement of this Article shall be by timely utilization of the grievance

procedure of this Agreement.

Section 13. Leave Credits.

- a. Upon layoff from the department, all accumulated leave credits, except compensatory time, shall be frozen. Upon recall from layoff, such frozen leave balances shall be recredited to the employee.
- b. At the written request of the employee, any annual leave and/or deferred hours (Plan B) may be liquidated by lump sum cash payment by the department after the effective date of layoff.
- c. If the employee suffers a loss of seniority, pursuant to Article 11, Part A, Section 2 of the Agreement, any frozen leave balances will be paid to the employee as if the employee has separated from the department.